



**PAKISTAN SECURITY PRINTING CORPORATION
(PVT.) LTD**

REQUEST FOR BIDS

Ref No. LP/T-4119/26/FA

**HIRING OF CONTRACTOR FOR EARTHWORKS DEVELOPMENT AT
PSPC SITE, FAISALABAD**

FOR

**ESTABLISHMENT OF SECURITY PAPER MANUFACTURING &
BANKNOTE PRODUCTION FACILITY**

AT

**ALLAMA IQBAL INDUSTRIAL CITY (AIIC)
FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT AND
MANAGEMENT COMPANY (FIEDMC)
NEAR SAHIANWALA INTERCHANGE
M-4 MOTORWAY
FAISALABAD**

(Single Stage One Envelope - Least Cost Based Selection Method)

**(In case of any contradiction between tender documents and BOQ / Technical
specification, the terms & condition mentioned in BOQ / Technical specification will
Prevail)**

CHECKLIST FOR BID PREPARATION

Please ensure compliance to following checklist before submitting bid against tender:

Sr. No.	Description	YES	NO
1	Complete tender document has been read thoroughly and understood		
2	Complete tender documents duly filled in and each page signed and stamp.		
3	Technical and Financial bids submitted through EPADS.		
4	Bid security exactly submitted as mentioned in tender document.		
5	Period of Bid validity is 90 days from bid opening date.		
6	Payment terms are agreed.		

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation for Bids

Section II - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *(This Section contains provisions that are to be used without modifications.)*

Section III - Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V – Technical Evaluation Criteria

This section contains information regarding evaluation and qualification criteria including domestic preference.

Section VI – Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

This Section includes the Drawings, and supplementary information that describe the Works to be procured.

Section VII – Standard Bidding Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *(This Section contains provisions that are to be used without modifications).*

Section IX - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

Section X - Contract Forms

This Section contains forms which, once completed, will become part of the Contract including Letter of Acceptance, Contract Agreement, Integrity Pact and other relevant forms. The forms for **Performance Security/ Guarantee and Beneficial Owners Information** will be provided by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

**PART-A BIDDING PROCEDURE &
REQUIREMENTS**

SECTION I: INVITATION FOR BIDS





PAKISTAN SECURITY PRINTING CORPORATION (PVT.) LTD

Tender No. LP/T-4119/26/FA

For

HIRING OF THE CONTRACTOR FOR EARTHWORK AT PSPC Site, FAISALABAD

Invitation for Bids

Date: 8th May, 2026

This Invitation for e-Bids follows the Procurement Notice (PN) vide Tender No. LP/T-4119/26/FA for the subject Project/Procurement which appeared in Newspapers The News (KLI) and Nawa-e-Waqt (KLI), Dunya (Fsd), Bhitai Channel (Khi) and Nikhar (Isb) vide or PID K. 3491/25 dated 8th May, 2026 and EPADS/PPRA/PSPC Website.

1. The Procuring agency/Employer has reserved the funds for the procurement planned during the financial year 25-2026. It is intended that part of the proceeds of the funds will be used to cover eligible payment under the contract for the Hiring of Contractor for **Earthworks Development at PSPC Site, Faisalabad.**
2. The Pakistan Security Printing Corporation (Pvt.) Ltd. now invites bids from eligible bidders for **Earthworks Development at PSPC Site, Faisalabad** at Allama Iqbal Industrial City (AIIC), Faisalabad Industrial Estate Development and Management Company (FIEDMC) near Sahianwala Interchange on M-4 Motorway, Faisalabad. The Contractor must submit the below mentioned documents for **Eligibility of the bid:**
 - Complete credentials of the individuals/company with related details.
 - Having valid incorporation/ registration documents with SECP/GOP/Sole Proprietor.
 - Valid Registration with PEC in category:
 - i) *In case of Single or Standalone participation: Category C-2 or above.*
 - ii) *In case of JV: Both firms must be registered in category C3 or above.*
 - Valid Income Tax Registration with FBR/Tax Department, NTN Registered, Sale Tax Registration (PRA) and must be on ATL both for Income and Sale Tax.
 - An original & valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted and of no litigation by any Govt. / Autonomous Body or between partners.
 - Further details are enumerated in instructions to the bidders and Bid Data / Bid Documents.
3. The bidding shall be conducted in line with the "Single Stage One Envelope" procedure prescribed under Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
4. The Bid Security amounting to Rs. 2,000,000/- (2 million) must be in the shape of pay order / demand draft (cheque will not be entertained)/ unconditional Bank Guarantee enforceable in Pakistan in favor of "Pakistan Security Printing Corporation (Pvt.) Ltd.". The scanned copy of Bid Security should be uploaded via EPADS, while the original must be sent to the PSPC Purchase Department at the address provided below. It is mandatory that the original Bid Security is received before the bid submission deadline. Non-receipt of original Bid security before the bid submission deadline will lead to rejection of bid then & there.
5. Complete Tender documents containing the General Conditions of Contract, including

Tender No. LP/T-4119/26/FA
BOQ/technical details / specification/terms & conditions etc., are available on EPADS at www.eprocure.gov.pk.

6. Electronic bids prepared in accordance with the instruction provided in tender document must be submitted by using EPADS on or before **May 25, 2026 at 11:00 AM**. The bids will be opened on the same day at **11:30 AM** using EPADS, bidders' representatives may attend physically at the **Tender Room Allama Iqbal Block, Pakistan Security Printing Corporation (Pvt.) Ltd, Jinnah Avenue, Malir Halt, Karachi-Pakistan**.
7. **Pre-Bid meeting** will be held both in **person/physical and via Zoom** on **May 14, 2026**, at 11:00 AM at Allama Iqbal Block, Pakistan Security Printing Corporation (Pvt.) Ltd., Jinnah Avenue, Malir Halt, Karachi, Pakistan. A Zoom session will be arranged for those who wish to attend virtually.
8. To participate in the pre-bid meeting, potential bidders are requested to send the following details to furqan.awan@pspc.gov.pk at least one day prior to the meeting for entry permission. A Zoom link will be shared upon request sent to the same email address.
 - a) Name of Participant
 - b) CNIC No.
 - c) CNIC Issuance Date
 - d) Vehicle No.
 - e) Company
9. In case of any contradiction in BOQ and Tender document the BOQ/Technical Specifications will be considered as the primary document and it will be prevailed.

Deputy General Manager (Purchase)
Purchase department
Pakistan Security Printing Corporation
Jinnah Avenue Malir Halt Karachi
Tel: +92-21-99242511-2201
Email: muhammad.asad@pspc.gov.pk / www.pspc.gov.pk

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidders' subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the

	<p>appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.</p>
3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have the same legal representative for purposes of this Bid; or g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or h) Submit more than one bid in this bidding process.
3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent;

		<p>(b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</p> <p>(e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
4. Eligible Material and Equipment	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported

		components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation for Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Evaluation Criteria Section VI Works Requirements Technical Specifications & Schedule of Requirements Section VII Standard Bidding Forms Section VIII General Conditions of Contract (GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms</p>
	7.2	The number of copies to be completed and submitted with the Bid is specified in the BDS .
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or e-Procurement System as the case may be. However, procuring agency/Employer shall place both the pdf and editable version of the same on its website and

		Authority's website or e-Procurement System to facilitate the bidder for filling the standard bidding forms.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.
8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the BDS .
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 24.1 . However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer or e-Procurement System, the response of all such queries will also be available on the same platform available at the website.
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under ITB 09 .
	8.5	If indicated in the BDS , the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS . During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.
	8.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of

		the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to ITB 7.1 and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. <i>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</i>
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids: <i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i>

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the bidder, the translation shall govern.
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents	11.1	<p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Documentary evidence established in accordance with ITB 11 that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with ITB 12 that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with ITB 12 that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; e) Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13 & 15. f) Technical Proposal completed in all aspects in accordance with ITB-17. g) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; h) Alternative bids, if permissible, in accordance with ITB 20; i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and j) Any other document required in the BDS.
	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with

		a copy of the proposed Agreement.
	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS.
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	12.3	The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that: <ul style="list-style-type: none"> a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS. b) In the case of a bidder not doing business within Pakistan,

		<p>the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.</p>
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22 . All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ol style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>

	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the bid.
	15.5	Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in ITB 1.1 , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 30 , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS .
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be

		rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to ITB 11.1 unless otherwise specified in the BDS , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms) . In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to ITB 19.9 .
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding

		<p>Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;</p> <p>b) A cashier's or certified cheque; or</p> <p>c) Another security as indicated in the BDS.</p>
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 19.9 are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 30 .
	19.7	<p>Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 18. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <p>(a) The expiry of the Bid Security;</p> <p>(b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</p> <p>(c) The rejection by the Procuring agency/Employer of all Bids;</p> <p>(d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p>
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 47 , or furnishing the performance security (or guarantee), pursuant to ITB 48 .
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed:

		<p>a) if a Bidder:</p> <p>i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 18.2; or</p> <p>ii) Does not accept the correction of errors pursuant to ITB 32; or</p> <p>b) In the case of a successful bidder, if the bidder fails:</p> <p>i) to sign the contract in accordance with ITB 47; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB 48.</p>
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 20 shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the BDS , bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

	21.2	Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the bidders.
22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the BDS , clearly marking each “ ORIGINAL ” and “ COPY ” as appropriate. In the event of any discrepancy between them, the original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i>
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ ORIGINAL ” and “ COPY ”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules, 2004.</i>
	23.2	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address given in the BDS ; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the BDS , the Invitation for Bids (ITB) title and number indicated in the BDS , and a statement: “ DO NOT OPEN BEFORE ”, to be completed with the time and the date specified in the BDS , pursuant to ITB 24.1 .
	23.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

		<p>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 23.2.</p>
	23.4	<p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring agency/Employer at the address provided in the BDS;</p> <p>b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS pursuant to ITB 24.1.</p> <p>c) In addition to the identification required in ITB 23 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB 25.</p>
	23.5	If all envelopes are not sealed and marked as required by ITB 23.2 , ITB 23.3 and ITB 23.4 or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the BDS .
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with ITB 24 .
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.

26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the BDS . The bidders' representatives present shall sign an attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " WITHDRAWAL " shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked " SUBSTITUTION " shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked " MODIFICATION " shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid

		Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of bidders designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to ITB 25 .
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after

		the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.
28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding ITB 28.2 from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with ITB 32 .
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements;

		<p>f) terms and conditions of bidding documents.</p> <p>g) change in the ranking of the bidder</p>
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.
30. Preliminary Examination of Bids	30.1	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the bidding documents. <p>The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	30.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	30.3	The Procuring agency/Employer will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.
	30.4	The Procuring agency/Employer may waive-off any minor

		<p>informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> (a) <i>Submit the number of copies of signed bids required by the invitation;</i> (b) <i>Furnish required information concerning the number of its employees;</i> (c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>
	30.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.</p>
	30.6	<p>Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>

	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation. For this purpose: “Deviation” means departure from the requirements specified in the Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 31 , to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 30 , it shall reject the bid.

<p>32. Correction of Arithmetic Errors</p>	<p>32.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	<p>32.2</p>	<p>The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with ITB 19.9.</p>

<p>33. Conversion to Single Currency</p>	<p>33.1</p>	<p>The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.</p>
	<p>33.2</p>	<p>To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</p>
	<p>33.3</p>	<p>The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.</p>
<p>34. Evaluation of Bids</p>	<p>34.1</p>	<p>The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 30.</p>
	<p>34.2</p>	<p>In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.</p>
	<p>34.3</p>	<p>The Procuring agency/Employer’s evaluation of a bid will take into account:</p> <ul style="list-style-type: none"> a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively; b) price adjustment for correction of arithmetic errors in

		<p>accordance with ITB 32.1;</p> <p>c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;</p>
	34.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the BDS .
	34.6	<p>If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>Explanation: <i>“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.</i></p>

35. Domestic Preference	35.1	If the BDS so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
36. Determination of Most Advantageous Bid	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
37. Qualification of Bidder	37.1	<p>The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 12 .
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.
38. Sub-Contractors	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the BDS .

39. Abnormally Low Financial Bid	39.1	<p>Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low; c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. <p>Guidance for Procuring agency/Employer: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ol style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	39.2	<p>The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform</p>

		the contract satisfactorily, in accordance with the criteria listed in ITB 12
	39.3	The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 12 , as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract. <i>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i>
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

40. Criteria of Award	40.1	Subject to ITB 36 and 37 , the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
41. Negotiations	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: <ul style="list-style-type: none"> (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	41.2	Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.
42. Procuring agency/Employer's Right to reject All Bids	42.1	Notwithstanding ITB 37 , the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

43. Variations	43.1	<p>The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:</p> <ol style="list-style-type: none"> a) increase or decrease the quantity of any work included in the Contract, b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor), c) change the character or quality or kind of any such work, d) change the levels, lines, position and dimensions of any part of the Works, e) execute additional work of any kind necessary for the completion of the Works, or f) change any specified sequence or timing of construction of any part of the Works. <p>No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with ITB 15. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.</p>
44. Instructions for variations	44.1	<p>The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.</p>
45. Valuation of Variations	45.1	<p>All variations and any additions to the Contract Price which are required to be determined in accordance with ITB 15 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall</p>

		notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with ITB 15 .
46. Notification of Award	46.1	Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	46.2	Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract at least for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	46.3	The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with ITB 48 and signing of the contract in accordance with ITB 47 .
	46.4	Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 48 , the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 19 .
47. Signing of Contract	47.1	Promptly after notification of award, procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

48. Performance Security (or Guarantee)	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	<p>If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Guarantee submitted shall be enforceable in Pakistan.</p>
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of ITB 47 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinstate the procurement process afresh (as a case may be).
49. Advance Payment	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the SCC .

50. General Performance of the Bidders	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
51. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

54. Mechanism of Blacklisting	54.1	The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;
	54.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public

		procurements of all the procuring agencies.
	54.3	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	54.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

The following specific data for the for the procurement of works shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring agency/Employer: Pakistan Security Printing Corporation (Pvt.) Ltd.</p> <p>The subject of procurement is: Hiring of the Contractor for Earthworks Development at PSPC Site at Allama Iqbal Industrial City (AIC), Faisalabad Industrial Estate Development and Management Company (FIEDMC) near Sahianwala Interchange on M-4 Motorway, Faisalabad</p> <p>i). Period for completion of the works is: 180 Calendar Days</p> <p>ii). Commencement date of the works is: Within 07 days from the date of receipt of the Employer / the Engineer's Notice to Commence.</p> <p>iii). Type of Procurement is: Single stage – One envelope procedure- Least Cost Based Selection Method</p>
2.	2.1	<p>Financial year for the operations of the Procuring agency/Employer: 2025-26</p> <p>Name of Project: Earthworks Development at PSPC Site, Faisalabad</p> <p>Identification number of the Contract: [LP/T-4119/26/FA]</p>
3.	3.1	<p>Joint Venture: Applicable</p> <p>In case of Joint Venture (JV), JV shall comprise of two (02) firms only. Each partner must hold a valid PEC Constructor License in Category C-3 or above.</p> <p>The JV shall designate a lead partner and clearly define roles and responsibilities in the JV agreement.</p>

B. Bidding Documents

4.	7.2	Submission on EPADS .
5.	8.1	The clarifications can be sought through EPADS .
	8.5	<p>01. Pre-Bid meeting will be held Physical as well as online Via Zoom on May 14, 2026, at 11:00 AM at Allama Iqbal Block, Pakistan Security Printing Corporation (Pvt.) Ltd., Jinnah Avenue, Malir Halt, Karachi, Pakistan.</p> <p>02. To participate in the pre-bid meeting, potential bidders are requested to send the following details to furqan.awan@pspc.gov.pk at least one day prior to the meeting for entry permission. A Zoom link will be shared upon request sent to the same email address.</p> <p>a) Name of Participant b) CNIC No. c) CNIC Issuance Date d) Vehicle No. e) Company</p>

C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: English
7.	11.1 (j)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid: <ol style="list-style-type: none"> 1. Technical Bid 2. Financial Bid including filled Bill of Quantities. 3. Bid Security (Original to be sent to PSPC before submission date) 4. Affidavit for Bidder's Blacklisting Status
8.	11.4 (c)	Other procurement specific documentation requirements are: <i>Not Applicable</i>
9.	15.5	No Escalation or Price Adjustment shall be given to the Contractor for this Contract.
10.	15.6	Name of the works: Earthworks Development LP/T-4119/26/FA
11.	16.1	The currency of the Bid shall be Pak Rupees .
12.	18.1	The Bid Validity period shall be 90 days .
13.	19.1 & 19.3	The Bid Security amounting to Rs. 2,000,000/- (2 Million PKR) must be in the shape of pay order / demand draft (cheque will not be entertained)/ Unconditional Bank Guarantee enforceable in Pakistan in favor of "Pakistan

		Security Printing Corporation (Pvt.) Ltd.". The scanned copy of Bid Security should be uploaded via EPADS, while the original must be sent to the PSPC Purchase Department at the address provided below. It is mandatory that the original Bid Security is received before the bid submission deadline. Non-receipt of original Bid security before the bid submission deadline will lead to rejection of bid then & there.
14.	19.3 (c)	Other forms of security are: <i>Not Applicable</i>
15.	20.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
16.	20.2	If alternative schedule for execution of work is explicitly invited (please insert the method for evaluation of different schedules for execution of works).: <i>Not Applicable</i>
17.	22.1	One original scanned dully signed and stamped on all pages via EPADS uploading method.
18.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Letter of Authority.

D. Submission of Bids

19.	23.2 (a)	Bid shall be submitted using EPADS.
20.	23.2 (b)	Title of the subject Procurement or Project name: Hiring of the Contractor for Earthworks Development at PSPC Site, Faisalabad ITB title and No: <i>LP/T-4119/26/FA</i> Time and date for submission: <i>[May 25, 2026 at 11:00 AM]</i>
21.	24.1	The deadline for Bid submission is <i>May 25, 2026 at 11:00 AMJ.</i>

E. Opening and Evaluation of Bids

22.	27.1	Bids will be opened using EPADS, however, bidder may attend physically on following address.: Tender Room, Allama Iqbal Block, Pakistan Security Printing Corporation (Pvt.) Ltd, Jinnah Avenue, Malir Halt, Karachi- Pakistan. May 25, 2026 at 11:30 A.M.
23.	27.5	As per the Single Stage One Envelope Procedure, the Procuring agency/Employer will open both the Technical as well as Financial Proposals in public in the presence of bidders designated representatives who choose to attend. Opening of Financial shall not make bidder with lowest

		financial proposal eligible for award of contract. Technical Evaluation in accordance with Section-V (Technical Evaluation Criteria) will be carried out. Moreover, at the time of tender opening, prices announced will be only indicative and final evaluation (after technical and financial evaluation) will be treated to award contract to the most advantageous bidder.
24.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupees
25.	33.3	The bids shall be quoted in Pak Rupees
26.	34	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical) specifications /requirements, entity level qualification criteria and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered most advantageous bid.
27.	36.1	Supplementary Provision to ITB Clause 36.1: In the event that two (2) or more bidders submit identical lowest evaluated bid prices, and all such bidders are determined to be technically responsive and qualified, the Contract shall be awarded to the bidder who has obtained the highest technical evaluation score among those bidders. Such bidder shall be determined as the Most Advantageous Bidder.
28.	38.2	Sub-contracting (please insert percentage) of the total value of the contract: Not Applicable
F. Award of Contract		
29.	46.2	Letter of Acceptance may please be read as Purchase Order.
30.	48	The Performance Security (or guarantee) shall be 10% of Accepted Contract Price as stated in the Letter of Acceptance.
31.	48.1	i) The Performance Guarantee shall be in the form pay order /demand draft (cheque will not be entertained)/ Unconditional Bank Guarantee enforceable in Pakistan in favor of "Pakistan Security Printing Corporation (Pvt.) Ltd, as per Performance Guarantee form specified in the Bidding Documents. The guarantee must be valid for a period

		<p>exceeding 28 days after expiration of Defects Liability Period.</p> <p>ii) the bidder will submit the performance guarantee within 28 days of the issuance of Purchase order/LOA.</p>
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G. Review of Procurement Decisions

32.	53.6	<p>The Address of PPRA to submit a copy of appeal:</p> <p>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>
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SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

SECTION V. EVALUATION AND QUALIFICATION CRITERIA**Evaluation Criteria****Eligibility Documents required for submission of Bid:**

1. Complete credentials of the individuals/company with related details.
2. Having valid incorporation/ registration documents with SECP/GOP/Sole Proprietor.
3. Valid Registration with PEC in category:
 - a. In case of Single or Standalone participation: Category C-2 or above.
 - b. In case of JV: Both firms must be registered in category C3 or above.
4. Valid Income Tax Registration with FBR/Tax Department, NTN Registered, Sale Tax Registration (with PRA) and must be on ATL both for Income and Sale Tax.
5. An original & valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted and of no litigation by any Govt. / Autonomous Body or between partners.

Technical Evaluation Criteria:

1. Evaluation of the bids and award of contract will be done for the complete requirement.
2. Prospective bidders shall conform all technical requirements mentioned in this document for qualification.
3. Any bid not meeting minimum specified marks shall be treated as rejected.
4. The contract will be awarded on Least Cost Selection method to the firm with most advantageous bid.

Sr.	Detailed Technical Evaluation Criteria / Sub Criteria	Max Marks
1.	<p><u>No. of Completed Similar Earth Filling Works/Projects, Each Having a Minimum Value of PKR 200 Million or a Minimum Quantity of 5 Million Cft, Completed Within the Last Five (05) Years.</u></p> <p>- 03 Projects = 25 Marks - 02 Projects = 20 Marks - 01 Project = 15 Marks</p> <p><i>(Evidence(s) should be provided mandatory in form of copy of LOA/ Contract Agreement, Completion Certificate and Vetted copy of final bill, by contract awarding authority)</i></p> <p>Note: Minimum 15 marks (01 project of similar Earth Filling Works) is mandatory for qualification.</p>	25
2.	<p><u>No. of Similar Earth Filling Projects/Works In-hand/on-going, each having a minimum value of PKR 200 Million or a minimum 5 Million Cft.</u></p> <p>- Five (05) Marks for each project and maximum 10 marks.</p> <p><i>(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement and</i></p>	10

	<i>signed/stamped BOQ)</i>	
3.	<p><u>No. of Similar Earth Filling Works Project(s), Completed or in-hand/on-going projects with Government / Semi-Government/ Autonomous Body, of worth 200 Million (PKR) or 5 Million Cft and above, in last 5 years</u></p> <p>- Five (05) Marks for each project and maximum 15 marks.</p> <p><i>(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement/BOQ Completion Certificate/Vetted copy of final bill, by contract awarding authority)</i></p>	15
4.	<p><u>Personnel Capabilities</u></p> <p>One (01) B.Sc. Civil Engineer (PEC Registered Engineer) with at least 7 Years of experience (10 Marks)</p> <p>Two (02) Associate Engineers (DAE Civil/B-Tech) with at least 5 years of experience. (05 Marks for each Associate Engineer and maximum 5 marks)</p> <p><i>(Evidence(s) should be provided in form of copy of updated CV, Employment Agreement and Valid PEC Registration/License etc.)</i></p>	20
5.	<p><u>Financial Status</u></p> <p>Average annual turnover of bidder for last three years:</p> <p>200 < 300 million PKR = 5 Marks - One additional mark for each 100 million above 300 million up to maximum of total 05 Marks)</p> <p><i>(Evidence(s) should be provided in form of Audit financial Reports, prepared by registered Auditor, of last three years and a copy of last submitted Tax Return)</i></p> <p><i>Note: Minimum 50% marks in this section is mandatory for qualification. No mark will be awarded for turnover less than 200 million. Failing which, the bid will be considered as non-responsive and shall be rejected.</i></p>	10
6.	<p>Available Bank Credit Line (Latest) (Min 100 Million)</p> <p>Latest certificate from issuing Bank.</p>	10
7.	<p>List of equipment</p> <p><i>(List of equipment & their respective marks are given on next page)</i></p>	10
Total Marks		<u>100</u>

The minimum technical score required to pass is: 65 Points out of 100

Financial Proposal Evaluation Criteria:

- All technical bids obtaining minimum 65 marks shall be are eligible. Bids who did not meet the minimum technical score shall be considered as rejected and are not eligible. Award of contract will be decided upon lowest financial bid of technically qualified bidders.
- The Final evaluation and selection of bidder will be done on least cost-based method.

Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel.

The Bidder shall provide details of the Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in the Bidding Forms.

No.	Designation	Name	Qualification	Experience in yrs
1	Civil Engineer			
2	Associate Engineer -I			
3	Associate Engineer -II			

Note: (Evidence(s) should be provided in form of copy of updated CV, Employment Agreement and Valid PEC Registration/License etc.)

Equipment List

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number/Quantity required	Marks
1	Excavators (30–50 ton)	02	1
2	Dump Trucks	06	3
3	Wheel Loaders / Front-end Loaders	02	1
4	Vibratory Rollers (10–20 ton)	02	1
5	Sheepsfoot / Padfoot Rollers	01	1
6	Water Tankers / Sprinklers	02	1
7	Grader	01	1
8	Tractors	02	1

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section V.

SECTION VI: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES

SCOPE OF WORKS

Project Title: Earthworks Development at PSPC Site, Faisalabad

Employer: Pakistan Security Printing Corporation (Pvt.) Ltd.

Project Location: Allama Iqbal Industrial City (AIIC), Special Economic Zone (SEZ), near Sahianwala Interchange, M-4 Motorway.

1. Preparation of Existing Ground Surface:

- Verification of site condition after clearing and grubbing (already completed by others).
- Removal of isolated soft patches, loose soil pockets, or unsuitable material, if encountered.
- Levelling and trimming of the natural ground to achieve a stable and uniform base.
- Maintaining safe access routes for equipment and dumpers.

2. Earthworks Development Operations:

- Supply of approved fill material from designated borrow areas or other approved sources.
- Transportation of filling material to the site using dump trucks/tippers as per approved haul routes.
- Spreading of fill material in controlled layers not exceeding 150 mm thickness (as specified in BOQ).
- Adjusting moisture content of each layer to achieve Optimum Moisture Content (OMC).
- Mechanical compaction of each layer using vibratory rollers, Sheep foot rollers (as required).
- Achieving required compaction level as per Specification (e.g., 95% Modified Proctor Density).
- Filling of depressions, low-lying areas, and backfilling around foundations/structures where required.
- Ensuring uniform and stable fill across the entire area approx. 6ft of compacted earth.

3. Leveling, Grading & Finishing:

- Fine leveling of the top surface after final compaction to prepare the site for subsequent construction (e.g., sub-base, PCC, foundations).
-

- Provision of temporary drainage paths or berms to prevent water ponding during execution.
- Rectification of any uneven areas or settlement observed during or after compaction.

4. Testing, Quality Control & Compliance:

- Conducting necessary tests, including:
 - Standard / Modified Proctor (AASHTO T-180)
 - Sieve Analysis
 - Atterberg Limits
 - CBR (where required)
 - Field Density Test (FDT)
 - Specific Gravity
 - Coefficient of curvature & Uniformity
 - Dynamic Core Penetrometer (DCP)
- Ensuring fill material meets specification requirements—free from organic matter, oversized stones, or deleterious materials.
- Maintaining layer-wise compaction records and QA/QC documentation.
- Compliance with environmental, health, and safety requirements throughout earth filling operations.

5. Coordination, Approvals & Documentation:

- Coordination with FIEDMC, PSPC, Project Consultant and other stakeholders for site access and approvals.
- Submission of method statements, equipment deployment plans, and work schedules prior to commencement.
- Maintaining daily progress reports, material delivery logs, and test reports.
- Execution strictly as per Tender Documents, BOQs, Technical Specifications, and Construction Drawings.

Note:

The exact quantities, fill depth, borrow area, supplied material gradation and testing frequency will be as approved by The Engineer.

TECHNICAL SPECIFICATIONS

Title: Earth Filling and Compacting for Site Development

1. Definitions

- (a) "Structural excavation" means excavation for structures.
- (b) "Structural fill" means fill and backfill in structures.
- (c) "Soil" or "Common Soil" means all types of clays, sandy, silty, gravelly soils, etc. excluding only soft and hard rocks.
- (d) "Soft rock" means rock formation requiring pick and crow bar operation.
- (e) "Hard rock" means all other rock formations requiring blasting.
- (f) "Borrow material" means materials obtained from sources other than structural excavation.

2. Description

The work consists of all operations necessary for supplying and earth filling, of approved quality on entire site within boundary wall Area approx. 2,845,440 Sft; leveling, grading, and compaction in layers in accordance with these Specifications, site Drawing, and as directed by The Engineer. The work includes excavation from Contractor chosen site or supply by his vendors for suitable soil for hauling, filling, placing, spreading, watering, and compaction of approved fill material as specified within the limits shown on the Drawing.

3. Submittal

Submit the following for Engineer's verification and approval: -

- (a) Record of ground levels.
- (b) Samples of borrow materials for fill and information on the sources thereof.
- (c) Lab and field test results for compaction and moisture content; as per BS 1377 or equivalent.

4. General Requirements for Earthwork

- a. Site survey**
Carry out survey of the Site and submit the record to the Engineer.
- b. Markers**
Construct and maintain bench marks and suitable masonry markers for lines and levels.
- c. Lines and Levels**
Carry out earthwork to the authorized lines, levels, dimensions and grades.
- d. Tests**
Perform compaction and moisture contents test and sieve analysis, at site or in approved Laboratories.

5. Material Requirements

a. Suitable Material

Material for earth filling shall consist of approved common soil, soft/hard material derived from excavation, from borrow areas outside the site where permitted by FIEDMC or other owners of land, from where fill material is borrowed by paying cost / royalties, or from earth suppliers.

b. Unsuitable Material

The following materials shall not be used in fill:

- Organic soils, topsoil, peat, roots, rubbish
- Clay lumps larger than 3 inches
- Stones larger than 3 inches
- Any material deemed unsuitable by The Engineer and the PSPC’s representative at site.

c. Moisture Condition

Fill material shall be placed using Mechanical Equipment at optimum moisture content suitable for compaction. Material with excess moisture shall be dried by aeration; material with low moisture shall be watered and mixed.

6. Execution of Structural Fill and Backfill

a. Materials

- "Earth" shall be predominantly granular. "Silty sand" (commonly called Kassu) shall pass 10% to 25% by weight through BS sieve No.200.
- "Fine sand" shall pass 4% to 10% by weight through BS sieve No.200.
- "Medium to coarse sand" shall pass less than 4% by weight through BS sieve No.200.
- Material shall comply to $Cu > 4$ and $1 < Cc < 3$ with Plasticity Index $< 7\%$ and Liquid limit $< 50\%$.

All material for fill shall be free from organic impurities, debris or any other foreign matter, and shall not contain more than one per cent of salts particularly sulphates.

b. Filling and backfilling

Carry out filling and backfilling, in layers not exceeding 200 mm (loose thickness before compaction); compact each layer by mechanical equipment, by moistening or drying the material as may be required to achieve the dry densities specified, Compact manually only where equipment cannot practically be used.

Type of fill material	Compaction
a) Ordinary soil or earth	95% MPD
b) Silty sand	95% MPD to full depth
c) Fine sand, medium to coarse sand, coarse sand	95% MPD to full depth sand

7. Construction Requirements

Approved fill material shall be spread in horizontal layers which after Mechanical compaction shall not exceed 6 inches for common soil. Each layer shall be compacted to the specified density and tested before placing the next layer.

a. Surface Preparation

Before placing the fill, the surface at the Site shall be initially compacted to the required density, as a part of earth filling routine.

b. Placement and Compaction

Earth Fill layers shall be spread in specified thickness of layers and compacted using suitable compaction equipment approved by The Engineer, including Sheep foot rollers, Tandem rollers etc.

Compaction shall be performed at optimum moisture content to achieve 95% of Modified Proctor Density (AASHTO T-180)

c. Borrow Material

Use of borrow material shall be subject to written approval of The Engineer. Borrow pits shall be excavated neatly. The contractor shall obtain consent from landowners and pay all royalties or receive earth fill from his supply Sub-contractors.

8. Testing Requirements

a. Field Density Testing

In-place density tests shall be performed using:

- Sand Cone Method (AASHTO T-191), or
- Other field density tests approved by the engineer.

b. Moisture Content Testing

Moisture shall be checked using oven-drying or a quick moisture tester. The moisture content shall be maintained within the acceptable range of $\pm 2\%$ of optimum.

c. Laboratory Tests

- Standard / Modified Proctor (AASHTO T-180)
- Sieve Analysis
- Atterberg Limits
- CBR (where required)
- Field Density Test (FDT)
- Specific Gravity
- Coefficient of curvature & Uniformity
- Dynamic Core Penetrometer (DCP)

9. Classification of Fill Material

All material shall be classified as under: -

a. Common Soil

Clayey, sandy and silty soils which may small quantities of stone fragments or gravel.

- b. Gravel**
Common Soil containing some predominantly water worn stones of rounded shape of irregular size as naturally occurring.
- c. Soft Rock**
Rock formation requiring pick and crow bar operation.

10. Measurement

- a. Earth Filling**
Measurement shall be made in cubic feet (Cft) as per BOQ of compacted fill in place to specified densities computed by average end-area method.
- b. Borrow Material / Fill Material**
Borrow fill material shall be measured in cubic meters or cubic feet delivered in place, inclusive of excavation, loading, hauling, unloading, spreading, and compaction.

All suitable material for land fill scope of the project shall, unless provision is expressly made to the contrary in these Specifications, be used in the most effective manner for filling the site as shown in the Drawing.

Any material surplus to this requirement or any materials declared in writing by the Engineer to be unsuitable shall be disposed of at no cost to the Employer.

- c. No Payment for:**
No Payment shall be made for any:
 - Rehandling of rejected / unsuitable material
 - Unauthorized dumping
 - Excessive watering or drying
 - Fill placed beyond required limits

11. Rate

The unit rate shall be full compensation for all cost complying with the provisions of this specification section regarding excavation, haulage from borrow area, spreading, watering, mechanically compacting in layers to Specified Densities, testing of compaction; for payment of 6 feet compacted fill in Cft to specified density and resulting in even Surface & levelling and compaction of top surface, as per Specifications, Drawing and as directed by the Engineering in charge.

The unit rate shall include full compensation for all costs of fill material including excavation, hauling, spreading, watering, compaction by mechanical equipment and testing, and all related works necessary for proper completion resulting in smooth uniform surface.

12. Payment

Earth Filling with Approved Borrow Material on whole Site Area after haulage including spreading in specified layers controlling moisture content, levelling and compacting to specified Densities using mechanical equipment approved by the Engineer.

6 feet filling, compacting Surface testing etc., measured in Cft at Contract Rate of compacted soil fill & levelling of top surface.

BILL OF QUANTITIES

Sr. No.	Description of Items	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
---------	----------------------	------	----------	------------	--------------

E-1 EARTHWORKS DEVELOPMENT

E-1-1 Provide imported soil (commonly called Kassu) in compliance with technical specifications and place in position in layers not more than 150 mm thick leveling dressing and watering for compaction by mechanical equipment to obtain 95% modified AASHTO density. This item includes the cost of hauling, dumping, spreading, leveling, dressing, watering, compacting, labour and equipment including all lead & lifts etc. complete in all respects as per technical specifications, drawing and instructions and satisfaction of the Engineer-in-charge

Cft 17,500,000

Provision of a lump sum amount as Provisional Sum to cover operational expenses of the Clients site office for the duration of the project. This includes, but is not limited to:

- Utility bills (electricity, water, internet)
- Stationery and office supplies
- Office maintenance and cleaning services
- Drinking water and refreshments
- Office equipment maintenance (e.g. generator, diesel, printers, computers, AC units)
- Communication charges (telephone, mobile, etc.)
- LPG Cylinders & their periodic Refills
- CCTV Cameras with Remote Access
- Any other day-to-day operational requirements necessary to maintain a functional site office.

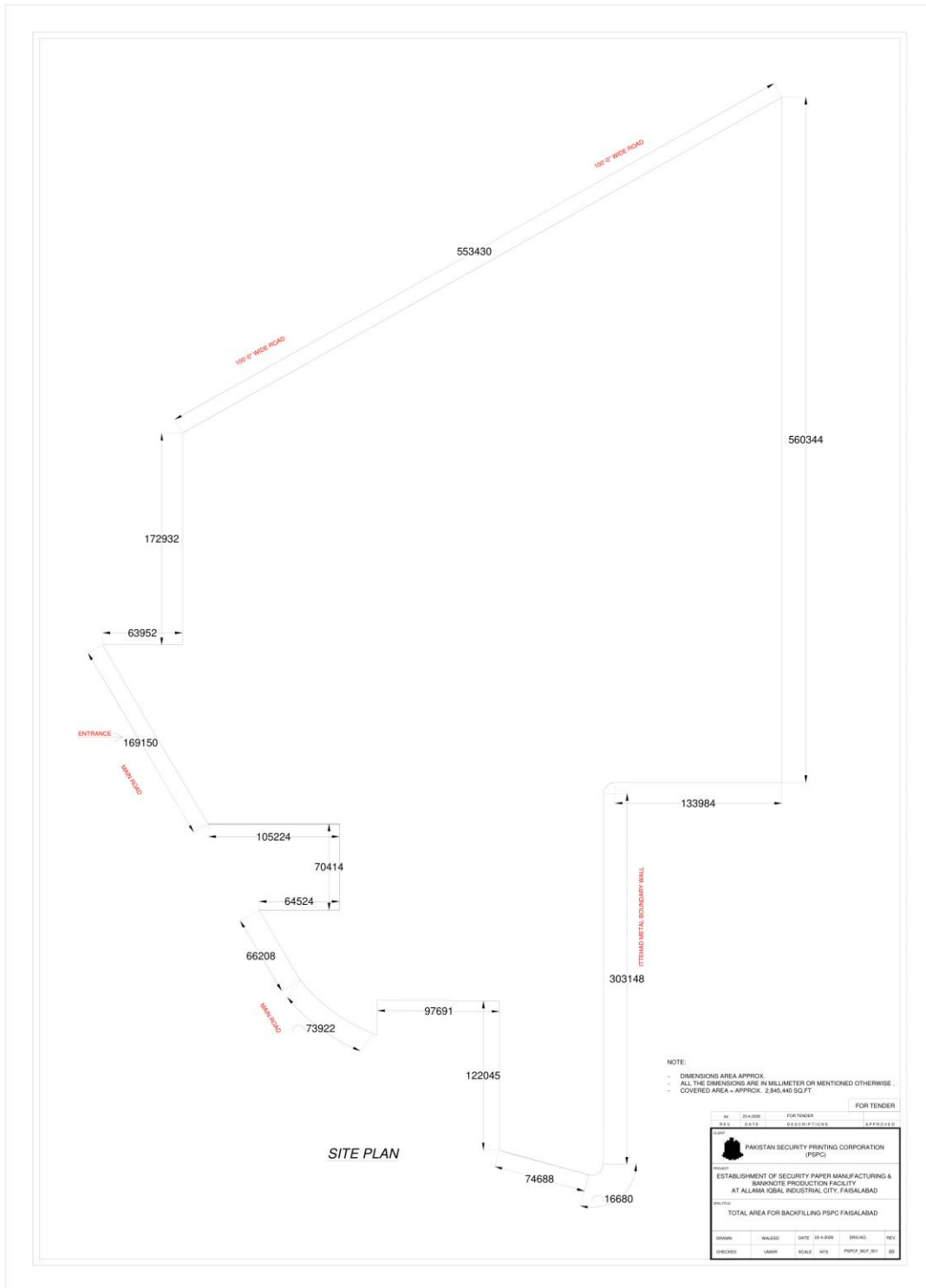
Note:

The Sum is fixed @ Rs. 3,500,000/-. Payment shall be made based on actual expenses incurred and substantiated with original invoices/receipts

Lump Sum 1 3,500,000 3,500,000

Total	
Tax @ 5%	
Grand Total (PKR)	

TENDER DRAWING



Sample Technical Proposal

Bidder shall provide following details related to project

- *Site Organization*
- *Method Statement*
- *Mobilization Schedule*
- *Construction Schedule*
- *Equipment*

SECTION VII: STANDARD BIDDING FORMS

Following form must be accompanied with bid.

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Letter of Bid – Technical Proposal Submission Form	66
Compliance Sheet	68
Bidder Information Form.....	69
Personnel Capability form.....	70
Financial Capability Form.....	73
Experience Capability Form	74
Equipment Details Form.....	75
Bidder Declaration Form.....	76
Historical Contract Non-Performance, Pending Litigation and Litigation History	77
Undertaking to comply with the Code of Conduct of Procuring Agency.....	79
Letter of Bid - Financial Proposal Submission Form.....	80
Form of Bid Security	82

Power of Attorney

(On bidder's Official Letterhead)

RFP No:	Tender # _____
Title:	

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby nominate **Mr./Ms. <Complete Name>**, **<Designation>**, **CNIC#/or Passport number <xxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:	_____
Date:	_____

Letter of Bid – Technical Proposal Submission Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring agency/Employer]*

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (**ITB 9**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer’s country in accordance with **ITB 3**;
- (d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: *[insert a brief description of the WORKS]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20**;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary

suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;

- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Country of Origin of the Bidder: *[insert country of origin, in case of JV country of origin of lead member]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Compliance Sheet

(Required on signed and stamped bidder's official letter head)

Please check against each document if attached with Proposal/Bid

Sr. #	Description	Bidder Response (Yes/No)
1	Power of Attorney Form	
2	Technical Proposal Submission Form	
3	Bidder Information Form	
4	Personnel Capability form	
5	Financial Capability form	
6	Experience Capability form	
7	Equipment Details Form	
8	Declaration for bidder's Blacklisting & Debarring Status	
9	Historical Contract Non-Performance, Pending Litigation and Litigation	
10	Undertaking to comply with the Code of Conduct of Procuring	
11	Financial Proposal Submission Form	
12	Form of Bid Security	

Bidder Information Form

(Duly Signed and Stamped on bidder's official letter head)

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITB 3.3. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring agency/Employer [in case of subsidiaries]
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Personnel Capability form

Form PER -1

Contractor's Representative and Key Personnel Schedule

(Duly Signed and Stamped on bidder's official letter head)

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: [title of position from Form PER-1]											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="width: 60%; padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency: [language and levels of speaking, reading and writing skills]</td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: [language and levels of speaking, reading and writing skills]	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: [language and levels of speaking, reading and writing skills]											
details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of Procuring agency/Employer:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone:</td> <td style="padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present Procuring agency/Employer:</td> </tr> </table>	Address of Procuring agency/Employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present Procuring agency/Employer:		
Address of Procuring agency/Employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present Procuring agency/Employer:										

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Financial Capability Form

(Duly Signed and Stamped on bidder's official letter head)

<i>Bidder Name</i>

Bidder shall provide financial information to demonstrate that they meet the requirements stated in Section V "Evaluation and Qualification Criteria". If necessary, use separate sheets to provide complete information. A copy of the audited balance sheets certified by independent auditor should be attached.

Annual Turnover & Available Bank Credit Line: All bidders are requested to complete the information in this form. The information supplied should be the annual turnover of the bidder, in terms of the amounts billed to clients for each year for work completed over the last three years, and the latest available bank credit line at the time of publication of this tender.

YEAR	ANNUAL TURNOVER (REVENUE) (in PKR)
1.	
2.	
3.	
Average Annual Turn Over	

YEAR	Available Bank Credit line (in PKR)
1.	

Note: Bank certificate(s) to be attached for available bank credit line

Seal & Signature of Bidder:	_____
Date:	_____

Experience Capability Form

General Construction Experience

(Duly Signed and Stamped on bidder’s official letter head)

(Attach separate sheet for completed and ongoing projects as per requirement mentioned in Section V “Evaluation and Qualification Criteria”).

Bidder’s Name: _____

Date: _____

ICB/NCB No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA/Client: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA/Client: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA/Client: _____ Address: _____	

Equipment Details Form

(Duly Signed and Stamped on bidder's official letter head)

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section V, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Bidder Declaration Form

Declaration for Bidders 's Blacklisting & Debarring Status
(Required on signed and stamped Non-Judicial Stamp Paper of Pakistan
(Value PKR 200/-)

To:

Deputy General Manager (Purchase)
Purchase Department
Pakistan Security Printing Corporation (Pvt.) Ltd
Jinnah Avenue, Malir Halt,
Karachi –Pakistan

Affidavit for Bidder's Blacklisting Status

Dear Sir,

- a) I/We hereby confirm and declare that I/We _____, has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority, Agency, Organization or Autonomous Body anywhere in Pakistan or by a foreign country, international organization, or other foreign institutions for the period defined by them.
- b) I/We hereby confirm and declare that I/We _____ has/have not blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration and never been convicted in any litigation by any previous employer
- c) I/We hereby confirm and declare that in case of detection of false declaration / statement at any stage of the entire consultancy process / currency of the Contract shall lead to Disqualification and forfeiture of Proposal Security and/or Performance Guarantee and termination of contract.

Seal & Signature of Bidder:	
Date:	

Historical Contract Non-Performance, Pending Litigation and Litigation History

(Duly Signed and Stamped on bidder's official letter head)

Bidder's Name: _____

Date: _____

JV Member Name _____

ICB/NCB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur January [<i>insert year</i>]			
<input type="checkbox"/> Contract(s) not performed since [<i>insert year</i>]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
		Contract Identification: Name of Procuring agency/Employer (PA): Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria			
<input type="checkbox"/> No pending litigation			
<input type="checkbox"/> Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of PA: _____ Address of PA: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of PA: <i>[insert full name]</i> Address of PA: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring agency/Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Undertaking to comply with the Code of Conduct of Procuring Agency

(Duly Signed and Stamped on bidder's official letter head)

- i. **[Name of firm]** hereby declare that **[Name of firm]** have read and understood the Code of Conduct of the procuring agency. *(Code of conduct is attached as Appendix H in contract forms at the end of this document)*
- ii. **[Name of firm]** hereby undertake that we will comply with the Code of Conduct of the procuring agency as applicable to us as firm / company and our employees as employees of our firm / company
- iii. **[Name of firm]** hereby undertake that we will provide the code of conduct of the procuring agency to our employees / associates engaged in or for the purpose of this consultancy project. **[Name of firm]** further undertake that **[Name of firm]** will submit an undertaking to comply with the Code of Conduct of the procuring agency from all employees / associates engaged in or for this project to the procuring agency.

Seal & Signature of Bidder: _____

Date: _____

Letter of Bid - Financial Proposal Submission Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Request for Bid No.: *[insert number of bidding process]*

Name of Project.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring agency/Employer]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (b) **Total Price:** The total price of our Bid is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security

issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: General Conditions (GC)

Red Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which shall complement the General Conditions of the Contract.

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13: 978-2-88432-084-9

Section IX. Special Conditions of the Contract

Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the Procuring agency/Employer/Employer, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.1.27	Defects Notification Period (DNP): 180 Days
2.	1.1.31	Employer’s name and address: Pakistan Security Printing Corporation (Pvt.) Ltd Jinnah Avenue, Malir Halt, Karachi – Pakistan
3.	1.1.73	Sections: None
4.	1.1.84	Time for Completion: 180 Calendar Days
5.	1.3	For notices Procuring agency/Employer/ Engineer’s Authorized representatives name and address: Pakistan Security Printing Corporation (Pvt.) Ltd. Head – PMO Pakistan Security Printing Corporation (Pvt.) Ltd Jinnah Avenue, Malir Halt, Karachi – Pakistan Contractors Authorized representatives name and address: (To be filled by the Contractor)
6.	1.4	Governing Law; The Applicable Law shall be: Laws of the Islamic Republic of Pakistan

7.	1.4	Communication and Ruling Language: The Communication Language shall be: English
8.	1.5	Documents forming the contract listed: (a) the Contract Agreement; (b) the Letter of Acceptance; (c) the Particular Conditions Part A – Contract Data; (d) the Particular Conditions Part B – Special Provisions; (e) the General Conditions; (f) the Bill of Quantities; (g) the Technical Specification; (h) the Drawings; (i) Addenda & Corrigenda – issued prior to opening date of Tender (if any) (j) non-disclosure agreement (NDA); and (k) PSPC Code of Conduct; (l) any other documents forming part of the Contract.
The Employer/ Procuring agency/Employer (GCC Clause 2)		
9.	2.1	Time for access to the Site: Within 07 days after issuance of LOA/PO.
The Engineer (GCC Clause 3)		
10.	3.2	Engineer's Duties and Authority: Any variations resulting in an increase of the Accepted Contract Amount shall require prior approval of the Procuring agency/employer. The Engineer shall give his determination and make valuation of the Variation.
The Contractor (GCC Clause 4)		
11.	4.2	Performance guarantee/ security will be in the form of Bank Draft / Call Deposit / Pay Order / Unconditional Bank Guarantee from a Schedule Bank of Pakistan in the amount of 10% of the Accepted Contract Price. Currency: Pakistani Rupees Validity: 28 Days after Defect Liability Period (DLP)
12.	4.7.2(a)	Clause 4.7 Setting out Period for notification of errors in the items of reference 28 days.
13.	4.20	Number of additional paper copies of progress reports: 03 No's to be submitted on 5 th day of each month.
14.	4.22	Contractor's Operations on site Allama Iqbal Industrial City (AIIC), Faisalabad Industrial Estate Development and Management Company (FIEDMC), near Sahianwala Interchange on M-4 Motorway, Faisalabad
Sub-Contracting (GCC Clause 5)		

15.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount). <i>Not Applicable</i>
Staff and Labour (GCC Clause 6)		
16.	6.5	Normal working hours: eight (08) working hours per day under normal circumstances
Plant, Material and Workmanship (GCC Clause 7)		
17.	7.2	Samples: <i>All Materials used in the permanent works or as instructed by the Engineer.</i>
Commencement, Delays and Suspension (GCC Clause 8)		
18.	8.3	Number of additional paper copies of approved work program/schedule along with manpower histogram: <i>03 No's</i>
19.	8.8	Delay damages shall be payable for each day of delay shall be <i>0.10%</i> of the Contract Price per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is <i>10 %</i> of the Contract Price.
20.	8.14	Applicability of Incentives for Early Completion: <i>Not Applicable</i>
Measurement and Valuation (GCC Clause 12)		
21.	12.2	Method of measurement shall be as per Preamble to BOQ, Technical Specifications and as per Conditions of Contract.
22.	12.3	Percentage profit: <i>Not Applicable</i>
Variations and Adjustments (GCC Clause 13)		
23.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is <i>Not Applicable</i>
24.	13.7	Adjustments for Changes in Cost: <i>Not Applicable</i>
Contract Price and Payment (GCC Clause 14)		
25.	14.2	Total Mobilization Advance payment shall be <i>15%</i> Percentage of the Accepted Contract Amount payable in the currency and proportion of the contract. Interest free Mobilization Advance shall be paid against irrevocable Bank Guarantee from a Schedule Bank of Pakistan.
26.	14.2.3	Repayment of Advance payment: Deduction shall be made at the amortization rate of <i>20%</i> of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when <i>80%</i> of the Accepted Contract has been certified for payment. It may be more than <i>20%</i> in the last installment to ensure full repayment.
27.	14.3(iii)	Percentage of retention: <i>5%</i> of the amount of Interim Payment

		<p>Certificate.</p> <p>50% (1st half) of retention money to be released after issuance of Taking-over Certificate (TOC).</p> <p>50% (2nd half) of retention money to be released after issuance of Defect Liability Certificate (DLC) / Completion Certificate.</p> <p>Limit of Retention Money: 5% of Contract Price.</p>
28.	14.5(b)(i)	<p>Plant and Materials:</p> <p>If Sub-Clause 14.5 applies:</p> <p>Plant and Materials for payment when shipped. <i>Not Applicable</i></p>
29.	14.5(c)(i)	<p>Plant and Materials:</p> <p>Plant and Materials for payment when delivered to the Site. <i>Not Applicable</i></p>
30.	14.6.2	<p>Minimum amount of Interim Payment Certificate (IPC): 10% of Accepted Contract Amount</p>
31.	14.6.2	<p>Withholding (amounts in) an IPC</p> <p>5% of the Accepted IPC Amount as Retention Money.</p> <p>Any other taxes as per governing law.</p>
32.	14.7(a)	<p>Mobilization Advance Payment shall be made within 28 days upon request of the contractor against provision of Advance Bank Guarantee after signing of contract agreement.</p>
33.	14.7b(i)	<p>Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment): 28 days of certification of the Engineer.</p>
34.	14.7b(ii)	<p>Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment): 56 days of certification of the Engineer.</p>
35.	14.7(c)	<p>Period for the Procuring agency/Employer to make final payment to the Contractor: 56 days of certification of the Engineer.</p>
36.	14.8	<p>Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under subparagraph (a)): <i>Not Applicable</i></p>
37.	14.11.1(b)	<p>Number of additional paper copies of draft Final Statement. 4 Copies</p>
38.	14.15	<p>Currencies of Payment</p> <p>The Contract Price shall be paid in the Pak Rupees only.</p>

39.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties. <i>Not Applicable</i>
40.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data. <i>(Applicable)</i>
41.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country. <i>Not Applicable</i>
42.	17.2 (d)	Liability for Care of the Works Any operation of the forces of nature, rests with the Contractor except (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions. <i>None</i>
Insurance (GCC Clause 19) d		
43.	19.1	permitted deductible limits: <i>(Nil)</i>
44.	19.1	Periods for submission of insurance (Contractor's All Risk): i. evidence of insurance ii. relevant policies: a) Not later than the Commencement Date b) Within twenty eight (28) day from the Commencement Date
45.	19.2.2	Extent of insurance required for Goods/Material: from Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at the Site Amount of insurance required for Goods/Material: Any value the Contractor may deem prudent
46.	19.2.3	The Contractor shall maintain this insurance (Contractor's All Risk) for the period until the date of issuance of Performance Certificate
47.	19.2.4	Rupees Five hundred thousand (Rs. 500,000) per occurrence with number of occurrences unlimited.
48.	19.2.6	Insurance <u>Other insurances required by Laws and by local practice</u> The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local

		practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
49.	21	In case of any dispute and difference which may arise in connection with the execution of the contract, the matter shall be referred to Managing Director of Pakistan Security Printing Corporation (Pvt.) Ltd., who shall take decision in the matter. In case the dispute remains unresolved, the matter will be resolved through arbitration as per the Arbitration Act, 1940. The place of arbitration shall be Karachi, Pakistan.

Part-B Special Provisions

1. Priority of Documents [Sub-Clause 1.5]

- (a) the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the Particular Conditions Part A - Contract Data;
- (d) the Particular Conditions Part B - Special Provisions;
- (e) the General Conditions;
- (f) the Drawings;
- (g) the Technical Specifications
- (h) the completed Schedules to Bid including Bill of Quantities
- (i) Code of Conduct; and
- (j) Non-Disclosure Agreement (NDA)

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

2. Compliance with Laws [Sub-Clause 1.13]

The Contractor and his sub-contractors shall strictly comply with all applicable laws, by-laws, regulations, and safety codes enforced by local and national authorities in Pakistan.

3. Confidentiality [Sub-Clause 1.12]

The Contractor shall not disclose any project-related information to any third party without prior written consent of the Engineer and Employer, except as required by law, and shall comply with Rules of the Employer in this respect.

4. Engineer's Authority [Sub-Clause 3.2]

The Engineer shall obtain the consent in writing of the Employer before acting under the following Sub-Clauses of these Conditions:

- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]
- (b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]
- (c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].
- (d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].
- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].

- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].
- (i) The Engineer shall obtain prior approval from the Employer before issuing any instruction that involves a variation likely to affect the Contract Price or Time for Completion.
- (j) The Engineer shall act impartially when making determinations under the Contract.

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

5. Performance Security [Sub-Clause 4.2]

The Performance Security shall be in the form of an unconditional **bank guarantee** from a scheduled bank in Pakistan, amounting to **10% of the Accepted Contract Amount**.

It shall remain valid until 28 days after Defect Liability Period (DLP).

6. As-Built Drawings and O&M Manuals [Sub-Clause 4.4.2 & 4.4.3]

Final payment shall be contingent upon submission and approval of:

- a) As-Built Drawings prepared by the Contractor and shall be true as checked by the Engineer. (In hard, 3 copies and soft copy)
- b) Operation & Maintenance (O&M) Manuals (if applicable).
- c) Completion Certificates and Test Reports.

7. Safety and Environmental Protection [Sub-Clause 4.8, 6.7, and 6.8]

The Contractor shall implement effective HSE measures and comply with environmental laws. The Contractor shall submit a **Safety Plan** and **Environmental Management Plan (EMP)** for approval prior to mobilization.

In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements at his own cost as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site at his own cost. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

8. Subcontracting [Clause 5]

No portion of the Works may be subcontracted without the prior written approval of the Engineer and Employer. All subcontractors must be qualified and shall comply with all contractual provisions.

9. Facilities for Staff and Labour [Sub-Clause 6]

Contractor shall provide and manage all the facilities for his officers, workers, labors, etc. at his own cost. No accommodation other than site office is allowed to managed at site. Contractor shall place his site office at his own cost with the prior approval of the Engineer and Employer. Contractor shall responsible for the security of his works and goods at his own cost.

10. Engagement of Staff and Labour [Sub-Clause 6.1]

The Contractor shall, to the extent practicable and reasonable, employ staff (100%) and labour (100%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.

11. Supply of Water [Sub-Clause 6.15]

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

12. Measures against Insect and Pest Nuisance [Sub-Clause 6.16]

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to

their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

13. Alcoholic Liquor or Drugs [Sub-Clause 6.17]

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

14. Arms and Ammunition [Sub-Clause 6.18]

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

15. Festivals and Religious Customs [Sub-Clause 6.19]

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

16. Funeral Arrangements [Sub-Clause 6.20]

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

17. Forced Labour [Sub-Clause 6.21]

The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

18. Child Labour [Sub-Clause 6.22]

The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.

19. Employment Records of Workers [Sub-Clause 6.23]

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

20. Workers' Organizations [Sub-Clause 6.24]

The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

21. Non-Discrimination and Equal Opportunity [Sub-Clause 6.25]

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

22. Epidemics [Sub-Clause 6.26]

In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

23. Commencement of Works [Sub-Clause 8.1]

Within seven (07) days from the date of issuance of Engineer's Notice to Commence which shall be issued within seven (07) days after signing of Contract Agreement. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

24. Completion of Works [Sub-Clause 8.2]

The Time for Completion shall be **180 Calendar Days**, started after seven (07) days from the date of issuance of Engineer's Notice to Commence.

25. Programme of Works [Sub-Clause 8.3]

The Contractor shall submit a detailed programme (Primavera/MS Project/Bar Chart) within 14 days after the Commencement Date.

Monthly updates shall be submitted including actual vs planned progress, resource utilization, and updated completion forecast.

26. Defects Notification Period (DNP) [Sub-Clause 11.1]

The DNP shall be **180 calendar days** from the date of the Taking-Over Certificate. The Contractor shall be responsible for all repair works and defects during this period at no additional cost.

27. Variations and Adjustments [Sub-Clause 13]

All Variations shall be instructed in writing by the Engineer.

No Variation shall be executed unless formally instructed and approved by the Employer, except in emergencies to ensure safety or prevent damage.

28. Price Adjustment [Sub-Clause 13.7] [NOT APPLICABLE]

29. Advance Payment [Sub-Clause 14.2]

Interest free Mobilization Advance payment shall be **15 %** of the Accepted Contract Amount, secured by an irrevocable Bank Guarantee from a Schedule Bank of Pakistan.

The Mobilization Advance shall be recovered from Interim Certificates at 20% of the gross value of work executed.

30. Interim Payments [Sub-Clause 14.3]

The Contractor shall submit Monthly Statements / IPC by the **5th working day of each month**.

The Engineer shall check and certify the IPC within 28 days and payment shall be made within 28 days thereafter.

31. Retention Money [Sub-Clause 14.3.1]

Retention @ **5%** of each IPC shall be deducted up to a maximum of **5% of the Contract Price**.

50% (1st half) of the retention shall be released upon the issue of the Taking-Over Certificate; the remaining 50% (2nd half) shall be released upon the issuance of Defects Liability Certificate (DLC)/Performance Certificate

32. Dispute Resolution [Clause 21]

In case of any dispute and difference which may arise in connection with the execution of the contract, the matter shall be referred to Managing Director of Pakistan Security Printing Corporation (Pvt.) Ltd., who shall take decision in the matter. In case the dispute remains unresolved, the matter will be resolved through arbitration as per the Arbitration Act, 1940. The place of arbitration shall be Karachi, Pakistan.

33. Taxes [Sub-Clause 22]

The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

34. Integrity Pact [Sub-Clause 23]

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.


The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph (a) and (c) of this Sub-Clause.

35. NJI / Stamp Duties

Any type of NJI/Stamp Duties will be paid by the contractor as per prevailing rate of Government.

SECTION X: CONTRACT FORMS

APPENDICES TO CONTRACT

- **Appendix A:** NOTIFICATION OF AWARD
 - **Appendix B:** FORM OF CONTRACT
 - **Appendix C:** PERFORMANCE GUARANTEE FORM
 - **Appendix D:** ADVANCE PAYMENT SECURITY
 - **Appendix E:** RETENTION MONEY SECURITY
 - **Appendix F:** INTEGRITY PACT
 - **Appendix G:** NDA (NON-DISCLOSURE AGREEMENT)
 - **Appendix H:** PSPC CODE OF CONTACT
- 

Appendix A - Notification of Award

(On Procuring agency/Employer’s letterhead)

Letter of Acceptance

[Date].

To: [Name and address of the contractor]

Subject: [Notification of Award Contract No.]

This is to notify you that your Bid dated [date]. for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Appendix B - Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [*name and address of Procuring agency/Employer*] of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and [*name of Contractor*] of [*city and country of Contractor*] (hereinafter called “the”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works [*brief description of works*] should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - (a) This form of Contract;
 - (b) Letter of Acceptance;
 - (c) the Form of Bid and the Price Schedule (Attached as Annexure – A) submitted by bidder.
 - (d) the Works Requirements;
 - (e) the Technical Specifications;
 - (f) the Drawings;
 - (g) the General Conditions of the Contract
 - (h) the Special Conditions of Contract,
 - (i) the completed schedule including Bill of Quantities;
 - (j) PSPC Code of Conduct; and
 - (k) Non-Disclosure Agreement (NDA)
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

<p>Signed, sealed, delivered by _____ the _____ (for the Procuring agency/Employer)</p>	<p>Signed, sealed, delivered by _____ the _____ (for the Contractor)</p>
<p>Witness to the signatures of the Procuring agency/Employer </p>	<p>Witness to the signatures of the Contractor </p>



APPENDIX C - Performance Guarantee Form

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

APPENDIX D - ADVANCE PAYMENT SECURITY

Demand Guarantee

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

We have been informed that [Inset name of the Contractor] (hereinafter called “the Contractor”) has entered into Contract No. _____ dated _____ with the [insert name of the Procuring agency/Employer] (hereinafter called “the Procuring agency/Employer”) for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (Q) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Procuring agency/Employer any sum or sums not exceeding in total an amount of _____ upon receipt by us of the Procuring agency/Employer’s complying demand supported by the Procuring agency/Employer’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer’s bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

The Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above-mentioned date, the advance payment is not fully adjusted.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

APPENDIX E - RETENTION MONEY SECURITY

Demand Guarantee

_____ [*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: _____ [*Insert name and Address of Procuring agency/Employer*]

Date: _____ [*Insert date of issue*]

RETENTION MONEY GUARANTEE No.: _____ [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that _____ [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Contractor") has entered into Contract No. _____ [*insert reference number of the contract*] dated _____ with the Procuring agency/Employer, for the execution of _____ [*insert name of contract and brief description of Works*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Procuring agency/Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [*insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [*insert amount in figures*] (_____) [*amount in words*] upon receipt by us of the Procuring agency/Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number _____ at _____ [*insert name and address of Contractor's bank*].

This guarantee shall expire no later than the day of, 2..., and any demand for payment under it must be received by us at the office indicated above on or before that date.

[*signature(s)*]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

APPENDIX F - INTEGRITY PACT

(Required on signed and stamped Non-Judicial Stamp Paper of Pakistan)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

Declaration of Fees, Commissions and Brokerage, etc. Payable by the Suppliers of Goods, Services & Works

(Name of the Most Advantageous Contractor) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **(Name of the Most Advantageous Contractor)** represents and warrants that it has fully declared the brokerage, commission, fees, etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

(Name of the Most Advantageous Contractor) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

(Name of the Most Advantageous Contractor) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **(Name of the Most Advantageous Contractor)** agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **(Name of the Most Advantageous Contractor)** as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Official Seal & Signature of Contractor: _____

Date: _____

Rs. 500/- Stamp Paper Print

P.O.#: _____

NON-DISCLOSURE AGREEMENT (NDA)

This agreement is entered into as of day of..... Year

between

Pakistan Security Printing Corporation (Pvt.) Limited, Manufacturer of Banknotes and Prize Bonds registered under the laws of Pakistan, having its registered office at Jinnah Avenue Malir Halt, Karachi, through its authorized representative _____ (hereinafter referred to as ‘**PSPC**’, which expression, where the context so requires and permits, shall mean and include its successors–in-interest, administrators, executors, legal representatives and permitted assigns);

and

_____, having its registered office at through its authorized representative (hereinafter referred to as ‘.....’ which expression, where the context so requires and permits, shall mean and include its successors–in-interest, administrators, executors, legal representatives and permitted assigns).

(PSPC and _____ are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

Agreement’ means this Agreement and all written amendments and revisions made thereto from time to time.

“Effective Date” means the date of execution of this Agreement.

‘State’ means the territory of the Islamic Republic of Pakistan.

WHEREAS

The Parties to this Agreement wishes to enter into an Agreement concerning the disclosure of certain proprietary and confidential information, whereby it will be necessary for each party (the "**Disclosing Party**") to disclose to the other Party (the "**Receiving Party**"), as the case may, information of a confidential or proprietary nature for the purposes as defined in the Agreement (**Authorized Purpose**) (irrespective of the form of presentation or communication including, but not limited to data, notes, analyses, compilations, studies, physical objects, samples, financial information, technical information, cost information, techniques, , material, methods, processes, sources and any other information, however, described, which is or could be valuable in the type of business in which Disclosing Party is engaged) provided that any disclosure of information made in writing shall be marked confidential or with words of similar effect and that any disclosure made orally shall subsequently be reduced to writing by the Disclosing Party and marked confidential or with words of similar effect with a copy sent to the Receiving Party within 30 days of disclosure ("Information").

IT IS AGREED AS FOLLOWS:

1. This Agreement will apply to any disclosure of Information on the Effective Date. This Agreement may be terminated by any Party after giving a prior notice of 30 (Thirty) days' in writing; or immediately if the Disclosing Party has reason to believe that the Receiving Party is in breach of any of the obligations contained herein. Such termination shall not affect any obligation imposed by this Agreement with respect to Information received prior to such termination.
2. Receiving Party shall hold and protect the Confidential Information in the same manner as it protects its own confidential information and in any event such protection shall not be less than that which a reasonable person or business would take in protecting its own confidential information; and shall use the Confidential Information for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information and only disclose Information on a need-to-know basis to such of its employees, contractors, agents, representatives and consultants as is reasonably required, and are under similar obligations of confidentiality as contained in this Agreement, the use whereof shall be restricted for Authorized Purpose only.

Receiving Party shall not, without the prior written approval of the Disclosing Party, use publish, copy, or otherwise disclose the Confidential Information to others, or permit the use by others for any purpose other than the Authorized Purpose. Receiving Party shall, forthwith upon receipt of a written request from the Disclosing Party or on termination:

- (i) return all information supplied by the Disclosing Party as well as items and materials relating to or derived from the Information;

- (ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Information, that are not returned pursuant to paragraph (i) above;
- (iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above; and
- (iv) provide a certificate signed by a senior officer of the Receiving Party confirming that the provisions of this clause have been complied with.

3. This Agreement shall not apply to any Information which the Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Information has been made; or (e) is required to disclose pursuant to a court order or any law/rules/regulations provided that the Receiving Party shall have given prior written notice to the Disclosing Party.
4. This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Parties of any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an "as is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose other than the Authorized Purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Parties as a result of any Receiving Party's use of the Information.
5. This Agreement does not create any agency or partnership relationship and each party shall act as an independent entity. This Agreement will not be assignable or transferable by the Parties. All additions or modifications to this Agreement must be made in writing and signed by the Parties.
6. Notices shall be delivered personally, or by prepaid first-class mail, or transmitted by facsimile to the Parties at such address or number as the parties shall specify from time to time.
7. The Receiving party may obtain consent of the Disclosing party for any waiver of rights, to share information received under this Agreement to a third party for the Authorized Purpose. Any waiver of any right under this Agreement is only effective if it is in writing and applies to the specific circumstance for which it has been given.
8. In the event of a breach, Disclosing Party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Receiving Party, or its employees, contractors, agents, representatives and consultants,

9. This Agreement shall be governed by and shall be construed in accordance with the laws of Pakistan. In case a dispute arises between the Parties with regard to the terms of or rights and obligations of the Parties under this Agreement, if not resolved amicably, shall be referred to the arbitrator to be mutually appointed by the Parties. The arbitration shall be carried out in accordance with the Arbitration Act, 1940 in English. The award shall be conclusive, and binding on the Parties and the Parties submit to the non-exclusive jurisdiction of the Pakistan's Courts.

In WITNESS WHEREOF, the parties have executed this Agreement and shall be effective as of the date first above written.

For and on behalf of
behalf of
Pakistan Security Printing Corporation

For and on

This Agreement has been executed in the presence of the following witnesses:

1. Full Name: _____
Address: _____
Signature: _____
CNIC No: _____
2. Full Name: _____
Address: _____
Signature: _____
CNIC No: _____

APPENDIX H - PSPC CODE OF CONDUCT

(To be attach)

ANNEXURE - A

Earthworks development at PSPC Site, Faisalabad

Price Schedule

Sr. No.	Description of Items	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	EARTHWORKS DEVELOPMENT				
1.1	Provide imported soil (commonly called Kassu) in compliance with technical specifications and place in position in layers not more than 150 mm thick leveling dressing and watering for compaction by mechanical equipment to obtain 95% modified AASHTO density. This item includes the cost of hauling, dumping, spreading, leveling, dressing, watering, compacting, labour and equipment including all lead & lifts etc. complete in all respects as per technical specifications, drawing and instructions and satisfaction of the Engineer-in-charge	Cft	17,500,000		
2	PROVISIONAL SUM				
2.1	Provision of a lump sum amount as Provisional Sum to cover operational expenses of the Clients site office for the duration of the project. This includes, but is not limited to: <ul style="list-style-type: none"> ● Utility bills (electricity, water, internet) ● Stationery and office supplies ● Office maintenance and cleaning services ● Drinking water and refreshments ● Office equipment maintenance (e.g. generator, diesel, printers, computers, AC units) ● Communication charges (telephone, mobile, etc.) ● LPG Cylinders & their periodic Refills ● CCTV Cameras with Remote Access ● Any other day-to-day operational requirements necessary to maintain a functional site office. <p>Note: The Sum is fixed @ Rs. 3,500,000/-. Payment shall be made based on actual expenses incurred and substantiated with original invoices/receipts</p>	Lump Sum	1	3,500,000	3,500,000
	Total				_____
	Tax @ 5%				_____
	Grand Total (PKR)				_____